fore to have adhered strictly to the orthodox English view that a beneficiary under a contract to which he is not a party has no enforcible interest either legal or equitable. *Knights of the Modern Maccabees* v. *Sharp* (1910), 163 Mich. 449; *Edwards* v. *Thoman* (1915), 187 Mich. 361; *In Re Bush's Estate* (1917), 199 Mich. 192. The statute relied upon by the majority opinion as the basis for changing the rule, while first enacted by the legislature as a part of the "Judicature Act of 1915," does not seem to announce a new principle either of substantive or adjective law. It is simply a statement of the generally prevailing equity rule in regard to joinder of parties, and was apparently borrowed from the Federal Equity Rules (No. 37) and from the state Codes of Civil Procedure, of which it is an integral part. POMEROY'S CODE REMEDIES (4th ed.) § 111. "It is," in the language of the dissenting opinion in the principal case, "a novel idea that a statute, plainly intended to affect procedure only, may be used to change a settled rule of the law of contracts, to confer upon a person a legal right and interest in subject matter where there was none before the statute was enacted". Especially is this so where the statute is merely declaratory. It is to be hoped that a more satisfactory basis can be found for a result which is undeniably desirable. For a collection of the cases and full discussion of the problem involved see 15 HARVARD L. REV. 767; 27 YALE L. JOUR. 1008.

DAMAGES: MOUSE IN COCA-COLA.—A bottling company sold a bottle containing a mouse as well as the well-known beverage to a retailer, who sold it (or them) to the innocent and unsuspecting female plaintiff. The lady became acutely sick after drinking the concoction and brought suit against the bottling company. *Held,* award of $500.00 damages was not excessive, there being no evidence "that passion or prejudice operated upon the members of the jury." *Bellingrath* v. *Anderson* (Ala., 1919), 82 So. 22.

For an exhaustive as well as an interesting discussion of the principles involved in numerous cases of this character, see 17 MICH. LAW REV. 261.

DEEDS—CONDITIONS—REPUGNANCY TO INTEREST CREATED—SALE TO NEGROES. —Plaintiff company, owner of many lots in certain locality, sold one lot to K, under whom defendant, a negro, claims title. The deed to K, duly recorded, provided that if grantee, her heirs or assigns, should lease or sell to any negro, Chinese, or Japanese, title should revert to grantor. This was put in the form of a covenant and expressly stated to run with the land,—to be terminable, if desired by owner, in 1925. *Held*: Such condition in deed of fee simple is within rule of common law, as re-declared in Civil Code of California, § 711, that "conditions restraining alienation, when repugnant to the interest created, are void." *Title Guarantee and Trust Co.* v. *Garrott,* Dist. Ct. App., 2nd Dist. Cal., 183 Pac. 470.

The deed in full does not appear in the report of this case, nor was it set forth in the complaint, the court assuming from briefs of counsel that a title in fee simple absolute was conveyed thereby, and proceeding on that basis. The plaintiff's contention was this clause in the deed created a condition subsequent and that, by its violation, the fee was forfeited and the plaintiff is en-